IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

BILLY GRAHAM, Plaintiff,	§	
V.		
	§	CIVIL ACTION NO. 6:16-cv-1183
BOWMAN'S OILFIELD SERVICE, LLC and JIM BOB BOWMAN		
Defendants.	§	JURY DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

This is an action arising under the Fair Labor Standards Act of 1938 (FLSA), 52 Stat. 1060, as amended, 29 U.S.C. §201 *et seq.* (1994 ed. and Supp. III) ("FLSA"). This action is brought to recover unpaid overtime compensation, liquidated damages, and attorney's fees owed to Plaintiff Billy Graham by Defendants Bowman's Oilfield Service, LLC and Jim Bob Bowman.

Parties

1. Plaintiff Billy Graham ("Graham") a former employee of Defendants, as that term is defined by the FLSA, and is represented by the undersigned. During his employment with the Defendants, the Plaintiff was, individually, directly engaged in interstate commerce.

2. Defendant Bowman's Oilfield Service, LLC ("BOS") is a Texas Limited Liability Company and is and was an "employer" as that term is defined by the FLSA. With respect to Plaintiff and Members of the Class, BOS is subject to the provisions of the FLSA. BOS was at all relevant times an enterprise engaged in commerce or in the production of goods for commerce, as defined by 29 U.S.C. §§ 203(r) and (s), and had gross annual revenues in excess of $500,000.00. Defendant BOS may be served through its registered agent Jim Bob Bowman at 608 East Main, Suite 102, Henderson, Texas 75652 or wherever he may be found.

3. Defendant, Jim Bob Bowman ("Bowman") is an individual who was an "employer" as that term is defined by the FLSA. With respect to Plaintiff, Bowman is subject to the provisions of the FLSA because he was at all relevant times or was part of an enterprise engaged in interstate commerce as defined by 29 U.S.C. § § 203(r) and (s). Defendant Bowman may be served with process at 608 East Main, Suite 102, Henderson, TX 75652 or wherever he may be found.

Jurisdiction and Venue

4. This Court has jurisdiction under the FLSA, and venue is proper pursuant to 28 U.S.C. § 1391(b), as Defendants and Plaintiff transacted business within this judicial district, and the events underlying this complaint occurred within this judicial district as well. At all times pertinent to this Complaint, Defendants were an enterprise engaged in interstate commerce, operating on the interstate highways, purchasing materials through commerce, transporting materials through commerce and on the interstate highways, conducting transactions through commerce, including the use of credit cards, phones and/or cell phones, electronic mail and the Internet. At all times pertinent to this Complaint, Defendants regularly owned and operated a business engaged in commerce or in the production of goods for commerce as defined by §3(r) and 3(s) of the Act, 29 U.S.C. §2013(r) and 203(s). Additionally, Plaintiff was individually engaged in commerce and his work was essential to Defendants' business. Venue is proper pursuant to 28 U.S.C. § 1391(b), because Defendants and Plaintiff transacted business within this judicial district and the events underlying this complaint occurred within this judicial district. Upon information and belief, Defendants conducted sufficient business to exceed an annual gross volume of sales of at least $500,000 (exclusive of excise taxes) based upon the volume of business.

Factual Allegations

5. Plaintiff Billy Graham worked for Defendants as a consultant from December of 2011 until October 9, 2015. Graham's duties included, but were not limited to, supervising and managing crews, taking orders from other company supervisors, and making sure crews were doing their jobs safely. Graham regularly worked more than 40 hours a week throughout his employment with Defendants. Graham was paid on a day-rate basis and was not paid premium pay for hours worked over 40. During his tenure with Defendants, Graham was not paid any overtime premium for hours worked over 40 per workweek.

6. At all times relevant hereto, the Defendants knew of, approved of, and benefited from Plaintiff's regular and overtime work. Plaintiff was not an "exempt" employee.

7. Defendants' actions were willful and in blatant disregard for Plaintiff's federally protected rights.

8. Defendants are liable to Plaintiff under the FLSA for all unpaid overtime compensation for his tenure with Defendants as well for liquidated damages, attorney's fees, out of pocket expenses and costs of Court.

CAUSES OF ACTION

Violation of the FLSA – Failure to Pay Overtime Wages Owed

9. Based on the foregoing, Defendants violated the FLSA by failing to properly compensate Plaintiff for work performed in the employ of the Defendants.

10. Plaintiff has suffered damages as a direct result of Defendants' illegal actions.

11. Defendants are liable to Plaintiff for all unpaid overtime compensation, liquidated damages, attorney's fees and costs of Court under the FLSA for work performed during time worked in excess of 40 hours per work week, for the three-year period preceding the filing of this lawsuit.

Jury Demand

12. Plaintiff demands a trial by jury on all claims he has asserted herein.

Prayer for Relief

WHEREFORE, Plaintiff demands:

1. Judgment against Defendants for an amount equal to Plaintiff's unpaid overtime wages at the applicable rates;
2. Judgment against Defendant that their violations of the FLSA were willful;
3. An equal amount to the actual damages as liquidated damages;
4. To the extent that liquidated damages are not awarded, an award of prejudgment interest;
5. All costs and attorney's fees incurred prosecuting these claims;
6. Leave to amend to add claims under applicable state laws; and
7. For such further relief as the Court deems just and equitable.

Respectfully Submitted,

/s/ Josef F. Buenker
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